



Minutes of the City of Calera Council Meeting April 7, 2025

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, April 7, 2025, at 6:30 p.m. in a regular meeting. Mayor Graham presiding.

Mayor and Council Members Present:

Jon G. Graham, Mayor
Debbie Byers, Council Member
Kenny Dale Cost, Council Member
Ernest Montgomery, Mayor Pro Tem
Calvin Morgan, Council Member
Kay Snowden Turner, Council Member
Alan Watts, Council Member

Attorney:

Brian Kilgore

Department Heads:

James Fuller, David Hyche, Sean Kendrick, Reggie Darden, Kelly Ellison, Bill Hilyer, Seth Gandy, Kevin Shirey, Alison Powers, Stacy Walkup

Guests:

Richard Byers, Noah Wortham, Dennis Torrealba, Dee Starkey, Blake Atkins, Dawn Cost, Stephen and Casey Horton, Brett Taylor, Katie Horton, Jessica Davis

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Council Member Morgan opened the meeting with prayer and the Pledge of Allegiance.

Approval of Agenda:

Council Member Cost made a motion to approve the Agenda for April 7, 2025. Council Meeting. Council Member Watts seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Approval of Minutes:

Council Member Byers made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – March 17, 2025

Work Session – March 17, 2025

Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Old Business:

No old business

New Business:

James Fuller, IT Director – Upgrade Server - Removed Item from Agenda

David Hyche, Police Chief – Introduction of Dispatcher Katie Horton and Dispatch Supervisor, Jessie Davis, Drug Awareness Video



Streetlight Request – Hidden Lane and Highway 304, Limestone Parkway Intersection (See Attached Documents)

Council Member Montgomery made a motion to approve the Streetlight Requests. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2025-19 MWPP Program – Camp Branch

Council Member Byers made a motion to approve Resolution No. 2025-19. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2025-20 MWPP Program – Buxahatchee

Council Member Watts made a motion to approve Resolution No. 2025-20. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2025-21 Adoption of Police Policies, 324 Subpoenas and Court Appearances, 335 Public Safety Video Surveillance System, 424 Portable Audio / Video Recorders, 423 Mobile Data Terminal Use, 422 Mobile Audio / Video

Council Member Cost moved that unanimous consent of the Council be given for immediate action upon Resolution No. 2025-21. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Resolution.

Council Member Watts made a motion to approve Resolution No. 2025-21. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2025-22 Contract Bid Award – Calera Collection System Pump Station Upgrades

Council Member Turner made a motion to approve Resolution No. 2025-22. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2025-23 Authorizing the Acceptance of a State Energy Program Grant for Improvements to the Wastewater Treatment Facility

Council Member Watts made a motion to approve Resolution No. 2025-23. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Alabama League of Municipalities – Annual Convention Voting Delegate Authorization Form

Voting Members will be as follows:

Voting Delegate:	Ernest Montgomery
1 st Alternate Voting Delegate:	Kenny Dale Cost
2 nd Alternate Voting Delegate:	Calvin Morgan

Resolution No. 2025-24 Request to Vacate Street / Alley RNB Properties, LLC, Joel & Salvador Quinonez, Roberto Jose Recinos

Council Member Cost moved that unanimous consent of the Council be given for immediate action upon Resolution No. 2025-24. Council Member Byers seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Resolution.

Council Member Morgan made a motion to approve Resolution No. 2025-24. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Kelly Ellison, Finance Director GFOA Budget Award, Five Year Projections – (See Attached Documents)

Public Comments:

Brett Taylor

Council Member Cost made a motion to adjourn the meeting at 7:25 p.m.

Approved this 21st day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk



Lighting Services Agreement
NESC® Governmental



Master Project #:

Customer Legal Name CITY OF CALERA DBA STREET LIGHTS
Service Address 0 STREET LIGHTS CALERA AL 35040 County Shelby - AL
Mailing Address 10947 HIGHWAY 25 CALERA AL 35040
Email _____ Tel # _____ Alt Tel # _____
Tax ID# XXX-XX-1214

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78602-97004

This Lighting Services Agreement states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide Lighting Services, and where APC deems necessary, related electric service to the customer identified above ("Customer") at the location(s) set forth in the applicable Lighting Services Authorization (the "Premises").

The precise "Lighting Services" to be furnished, the term for which they will be furnished, and applicable pricing therefor shall be set forth in a **Lighting Services Authorization** in a form similar to Exhibit B hereto, executed by both parties. The parties may execute one or more Lighting Services Authorizations from time to time under this Lighting Services Agreement. The term of this Lighting Services Agreement begins on the date it is signed by the last party and ends upon the termination of the last Lighting Services Authorization issued hereunder.

Each executed Lighting Services Authorization shall be considered a separate and independent contract between APC and Customer, and unless expressly stated otherwise therein, shall not be deemed to modify, supersede, or replace any previously executed Lighting Services Authorization. Each executed Lighting Services Authorization shall be governed by and subject to the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A.

For ease of reference, each executed Lighting Services Authorization, together with the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A, shall be referred to as the "Contract".

Intending to be legally bound, the parties have caused this Lighting Services Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement (and any Lighting Services Authorizations) may be circulated electronically for signature and the signatures appearing on those electronically transmitted documents shall be deemed originals.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Attachments
Lighting Services Authorization
Terms and Conditions

Lighting Services Authorization

This Lighting Services Authorization is issued pursuant to the Lighting Services Agreement between the Customer (identified below) and Alabama Power Company (APC) dated as of the Effective date and is subject to and governed by the terms and conditions thereof. Under this Lighting Services Authorization, APC shall furnish and perform the following Lighting Services at the Premises described below. In exchange for the Lighting Services, Customer agrees to pay APC for such services in accordance with Pricing provisions below and the other terms of the Contract and perform its other obligations under the Contract.

Description of Lighting Services
TO INSTALL (1) LED AREA FIXTURE AND ASSOCIATED POLE AND WIRE AT INTERSECTION OF HWY 304 AND HIDDEN LN. DELIVERED LUMENS TO RANGE FROM 8500-11000.

Description/Location of Premises
0 STREET LIGHTS CALERA, AL 35040 Shelby - AL County

Selected Components				
QTY	Watts	Type	OH/UG	Description
1	73	LED	OH	Gray 4000K

Pricing for Lighting Services			
Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$25.08	\$1.63	\$26.71	\$0.00

Pricing for Non-Routine Maintenance and Repair Services (if applicable)	Initial Term**
	36

* NOTE: The Regulated Cost is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Contract proposal; actual charges may vary.

** NOTE: The initial term of this Letter of Authorization is calculated from the start date of the first monthly billing service period for lighting service under this Contract. After the initial term, this Contract automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Terms and Conditions

1. **Scope.** The Contract concerns the provision of lighting services to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind.
2. **Payment and Taxes.** APC will invoice Customer per the terms stated in the Contract, and if applicable, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. During the term of the Contract, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of the Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>. Customer agrees to pay the amount billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own legal, accounting, and tax advisors.
3. **APC Assets.** APC may install, update, modify, remove, or replace the Selected Components, if any, stated in the Contract, along with any poles, bases, wiring, conduit, fixtures, controls, and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of the Lighting Services. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Lighting Services, even if attached or affixed to the property of Customer. Moreover, APC may remove the APC Assets upon termination of the Contract.
4. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and to furnish and perform the Lighting Services, including the right to, as applicable: (i) access the Premises with vehicles, the APC Assets, and other tools, equipment, and machinery; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) install, connect, inspect, test, maintain, repair, replace, disconnect, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct all other activities reasonably related to the performance of the Lighting Services Authorization or provision of Services (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity on the Premises.
5. **Installation.** Customer recognizes that as part of APC's installation of the APC Assets, it may be necessary to perform digging, trenching, and excavation at the Premises. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation. If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the Premises, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the installation and connection of APC Assets can commence. Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay. The Pricing for Lighting Services stated in the Contract includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control. APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any installation issues. Customer is responsible for all cost of installation modifications requested by Customer.
6. **Maintenance and Repair.** If expressly stated in the Lighting Services Authorization, APC will perform all routine maintenance and repair of the APC Assets and will bear the costs thereof. Any non-routine maintenance or repair can be performed by APC, upon Customer's written request and subject to the availability of equipment, materials, and labor, with the cost of such maintenance and repair to be billed to the Customer at APC's then current rates or as otherwise set forth in the Lighting Services Authorization.
7. **Customer Authority: Applicable Laws.** Customer has full power and authority to execute this Contract and has been duly authorized to undertake the obligations and commitments herein. Customer or its governing authorities or bodies have taken all necessary action and obtained all necessary Internal, governmental, and regulatory approvals necessary to execute this Contract and is in compliance with all laws governing the same, including but not limited to the Alabama Competitive Bid Law and Public Works Law. Each Party agrees to comply with all applicable federal, state, and local laws, rules, and regulations.
8. **APC Asset Protection and Damage.** After installation and throughout the Contract's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law. Notwithstanding any other provision to the contrary herein, in the event any APC Asset is damaged, stolen, or destroyed through the acts or omission of Customer or a third party, Customer shall reimburse APC the cost to repair or replace that APC Asset.
9. **Interruption of Service.** Customer understands that the Lighting Services and any related electric service are provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is an interruption in the Lighting Services. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer: Damages.** Except as expressly set forth in this Contract, APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, safety, security, or merchantability) regarding the Lighting Services, the APC Assets, or the APC Activities. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Lighting Services may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Lighting Services, the APC Assets, and APC Activities, and this Contract, or arising from damages, hindrance, or delay involving the Lighting Services or this Contract, whether or not reasonable, foreseeable, contemplated, or avoidable. **CUSTOMER IS SOLELY RESPONSIBLE FOR SAFETY OF THE PREMISES AND AGREES THAT APC HAS NO OBLIGATION (AND HAS ASSUMED NO OBLIGATION) TO ENSURE THE SAFETY OF THE PREMISES.**
11. **Liability.** To the fullest extent permitted by applicable law, each party shall be responsible for its own negligent acts or omissions in connection with this Contract and its performance. It is understood and agreed that neither party shall be liable for any negligent act or omission of the other party in connection with this Contract, its performance, or subject matter.
12. **Default.** Each of the following shall constitute a default: (i) Customer does not pay the entire amount owed within forty-five (45) days of billing, or (ii) Customer's negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If a default occurs, APC, at its discretion, may immediately terminate this Contract, collect all past due amounts (including late fees) and all amounts due for the Lighting Services during the remaining term, remove the APC Assets from the Premises, and seek any other available legal or equitable remedy.
13. **Miscellaneous.** This Contract contains the parties' complete and entire agreement relating to the Lighting Services, the APC Assets, and the APC Activities. Subject to applicable law, Customer will not assign, in whole or in part, this Contract or its Contract rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Contract obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Contract, "including" means "including, but not limited to." Alabama law governs this Contract. If a court rules an Contract provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

END OF TERMS AND CONDITIONS

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CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project #	67966	Contract Date:	3/12/2025
Project Name:	HIDDEN LN AND HWY 304 - CITY OF CALERA	NAICS Code:	921110
Lighting Services Rep:	Emily Breaseale		
Engineer:	Tammie Williams		
Division:	Birmingham		
Customer Type:	Streetlight		
Create new lighting only account?	No		
Remove all fixtures from CSS account on contract?	No, Connect Only		
Removals needed on additional accounts?	No		
If account will final when lights are removed, add lights to another account?	No		

Manufacturer	Signify	Style	Roadway	Color	Gray	Quantity	1
Notes							
Date	Name	Type	Description				

Lighting Services Agreement
NESC® Governmental



Master Project #:

Customer Legal Name CITY OF CALERA DBA STREET LIGHTS
Service Address 0 STREET LIGHTS CALERA AL 35040 County Shelby - AL
Mailing Address 10947 HIGHWAY 25 CALERA AL 35040
Email _____ Tel # _____ Alt Tel # _____
Tax ID# XXX-XX-1214

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78602-97004

This Lighting Services Agreement states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide Lighting Services, and where APC deems necessary, related electric service to the customer identified above ("Customer") at the location(s) set forth in the applicable Lighting Services Authorization (the "Premises").

The precise "Lighting Services" to be furnished, the term for which they will be furnished, and applicable pricing therefor shall be set forth in a **Lighting Services Authorization** in a form similar to Exhibit B hereto, executed by both parties. The parties may execute one or more Lighting Services Authorizations from time to time under this Lighting Services Agreement. The term of this Lighting Services Agreement begins on the date it is signed by the last party and ends upon the termination of the last Lighting Services Authorization issued hereunder.

Each executed Lighting Services Authorization shall be considered a separate and independent contract between APC and Customer, and unless expressly stated otherwise therein, shall not be deemed to modify, supersede, or replace any previously executed Lighting Services Authorization. Each executed Lighting Services Authorization shall be governed by and subject to the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A.

For ease of reference, each executed Lighting Services Authorization, together with the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A, shall be referred to as the "Contract".

Intending to be legally bound, the parties have caused this Lighting Services Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement (and any Lighting Services Authorizations) may be circulated electronically for signature and the signatures appearing on those electronically transmitted documents shall be deemed originals.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Attachments
Lighting Services Authorization
Terms and Conditions

Lighting Services Authorization

This Lighting Services Authorization is issued pursuant to the Lighting Services Agreement between the Customer (identified below) and Alabama Power Company (APC) dated as of the Effective date and is subject to and governed by the terms and conditions thereof. Under this Lighting Services Authorization, APC shall furnish and perform the following Lighting Services at the Premises described below. In exchange for the Lighting Services, Customer agrees to pay APC for such services in accordance with Pricing provisions below and the other terms of the Contract and perform its other obligations under the Contract.

Description of Lighting Services
TO INSTALL (1) LED AREA FIXTURE WITH ASSOCIATED POLE AND WIRE AT THE LIMESTONE PARKWAY INTERSECTION. DELIVERED LUMENS TO RANGE FROM 27000-34000.

Description/Location of Premises
0 STREET LIGHTS CALERA, AL 35040 Shelby - AL County

Selected Components				
QTY	Watts	Type	OH/UG	Description
1	207	LED	OH	Gray 4000K

Pricing for Lighting Services			
Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$40.14	\$4.62	\$44.76	\$0.00

Pricing for Non-Routine Maintenance and Repair Services (if applicable)	Initial Term**
	36

* NOTE: The Regulated Cost is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Contract proposal; actual charges may vary.

** NOTE: The initial term of this Letter of Authorization is calculated from the start date of the first monthly billing service period for lighting service under this Contract. After the initial term, this Contract automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Terms and Conditions

1. **Scope.** The Contract concerns the provision of lighting services to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind.
2. **Payment and Taxes.** APC will invoice Customer per the terms stated in the Contract, and if applicable, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. During the term of the Contract, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of the Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>. Customer agrees to pay the amount billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own legal, accounting, and tax advisors.
3. **APC Assets.** APC may install, update, modify, remove, or replace the Selected Components, if any, stated in the Contract, along with any poles, bases, wiring, conduit, fixtures, controls, and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of the Lighting Services. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Lighting Services, even if attached or affixed to the property of Customer. Moreover, APC may remove the APC Assets upon termination of the Contract.
4. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and to furnish and perform the Lighting Services, including the right to, as applicable: (i) access the Premises with vehicles, the APC Assets, and other tools, equipment, and machinery; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) install, connect, inspect, test, maintain, repair, replace, disconnect, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct all other activities reasonably related to the performance of the Lighting Services Authorization or provision of Services (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity on the Premises.
5. **Installation.** Customer recognizes that as part of APC's installation of the APC Assets, it may be necessary to perform digging, trenching, and excavation at the Premises. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation. If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the Premises, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the installation and connection of APC Assets can commence. Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay. The Pricing for Lighting Services stated in the Contract includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control. APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any installation issues. Customer is responsible for all cost of installation modifications requested by Customer.
6. **Maintenance and Repair.** If expressly stated in the Lighting Services Authorization, APC will perform all routine maintenance and repair of the APC Assets and will bear the costs thereof. Any non-routine maintenance or repair can be performed by APC, upon Customer's written request and subject to the availability of equipment, materials, and labor, with the cost of such maintenance and repair to be billed to the Customer at APC's then current rates or as otherwise set forth in the Lighting Services Authorization.
7. **Customer Authority: Applicable Laws.** Customer has full power and authority to execute this Contract and has been duly authorized to undertake the obligations and commitments herein. Customer or its governing authorities or bodies have taken all necessary action and obtained all necessary internal, governmental, and regulatory approvals necessary to execute this Contract and is in compliance with all laws governing the same, including but not limited to the Alabama Competitive Bid Law and Public Works Law. Each Party agrees to comply with all applicable federal, state, and local laws, rules, and regulations.
8. **APC Asset Protection and Damage.** After installation and throughout the Contract's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law. Notwithstanding any other provision to the contrary herein, in the event any APC Asset is damaged, stolen, or destroyed through the acts or omission of Customer or a third party, Customer shall reimburse APC the cost to repair or replace that APC Asset.
9. **Interruption of Service.** Customer understands that the Lighting Services and any related electric service are provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is an interruption in the Lighting Services. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer: Damages.** Except as expressly set forth in this Contract, APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, safety, security, or merchantability) regarding the Lighting Services, the APC Assets, or the APC Activities. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Lighting Services may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Lighting Services, the APC Assets, and APC Activities, and this Contract; or arising from damage, hindrance, or delay involving the Lighting Services or this Contract, whether or not reasonable, foreseeable, contemplated, or avoidable. **CUSTOMER IS SOLELY RESPONSIBLE FOR SAFETY OF THE PREMISES AND AGREES THAT APC HAS NO OBLIGATION (AND HAS ASSUMED NO OBLIGATION) TO ENSURE THE SAFETY OF THE PREMISES.**
11. **Liability.** To the fullest extent permitted by applicable law, each party shall be responsible for its own negligent acts or omissions in connection with this Contract and its performance. It is understood and agreed that neither party shall be liable for any negligent act or omission of the other party in connection with this Contract, its performance, or subject matter.
12. **Default.** Each of the following shall constitute a default: (i) Customer does not pay the entire amount owed within forty-five (45) days of billing, or (ii) Customer's negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If a default occurs, APC, at its discretion, may immediately terminate this Contract, collect all past due amounts (including late fees) and all amounts due for the Lighting Services during the remaining term, remove the APC Assets from the Premises, and seek any other available legal or equitable remedy.
13. **Miscellaneous.** This Contract contains the parties' complete and entire agreement relating to the Lighting Services, the APC Assets, and the APC Activities. Subject to applicable law, Customer will not assign, in whole or in part, this Contract or its Contract rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Contract obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Contract, "including" means "including, but not limited to." Alabama law governs this Contract. If a court rules an Contract provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

END OF TERMS AND CONDITIONS

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CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project #	67965	Contract Date:	3/12/2025
Project Name:	LIMESTONE PKWY INTERSECTION - CITY OF CALERA	NAICS Code:	921110
Lighting Services Rep:	Emily Breaseale		
Engineer:	Tammie Williams		
Division:	Birmingham		
Customer Type:	Streetlight		
Create new lighting only account?	No		
Remove all fixtures from CSS account on contract?	No, Connect Only		
Removals needed on additional accounts?	No		
If account will final when lights are removed, add lights to another account?	No		

Manufacturer	Signify	Style	Roadway	Color	Gray	Quantity	1
Notes							
Date	Name	Type	Description				

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-19

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

Resolved that the City of Calera informs the Department of Environmental Management that the following actions were taken by Calera City Council.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to operate and maintain the Camp Branch Water Reclamation Plant to its highest standards while looking for and eliminating sources of inflow and infiltration.

Council Member Byers moved that Resolution No. R-2025-19 be adopted. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2025-19 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-20

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

Resolved that the City of Calera informs the Department of Environmental Management that the following actions were taken by Calera City Council.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to operate and maintain the Buxahatchee Pollution Control Plant to its highest standards while looking for and eliminating sources of inflow and infiltration.

Council Member Watts moved that Resolution No. R-2025-20 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2025-20 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-21

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, AS FOLLOWS:

WHEREAS, the Calera Police Department is reviewing and adopting New Department Policies and Procedures through Lexipol

WHEREAS, during the Fiscal Year needs may arise to amend the Calera Police Department's Policies and Procedures; and

WHEREAS, these new Policies and Procedures are needed for the day-to-day operations of this department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Calera that the following policies, as attached to this Resolution and incorporated herein, are approved and adopted, to take effect immediately;

- 324 Subpoenas and Court Appearances
- 335 Public Safety Video Surveillance System
- 424 Portable Audio/Video Recorders
- 423 Mobile Data Terminal Use
- 422 Mobile Audio/Video

Council Member Cost moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-21. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Council Member Watts moved that Resolution No. R-2025-21 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2025-21 adopted.

Adopted this 7th day of April 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-22

A RESOLUTION ACCEPTING A BID FOR CALERA COLLECTION SYSTEM PUMP STATION UPGRADES FOR THE CITY OF CALERA, ALABAMA.

WHEREAS, the City of Calera has solicited sealed bids as required under the Alabama bid law; and

WHEREAS, bids were opened at Calera City Hall on September 6, 2024 at 10:00 a.m.; and

WHEREAS bids were as follows:

Global Construction& Engineering, Inc.	\$2,100,534.00
REV Construction, Inc.	\$2,667,660.00

WHEREAS, the Mayor and Council of the City of Calera, at the Regular Meeting on April 7, 2025, considers the recommendation of Insite Engineering, LLC, B. Alex Kirkland, Engineer. The Mayor and Council will award the bid for the Calera Collection System Pump Station Upgrades to Global Construction & Engineering Inc. in the amount of \$2,100,534.00

(Copy of recommendation letter attached to this Resolution)

Council Member Turner moved that Resolution No. R-2025-22 be adopted. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2025-22 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk



March 25, 2024

Mr. Bill Hilyer
City of Calera, Alabama
7901 Highway 31
Calera, Alabama 35040

Subject: RECOMMENDATION OF AWARD
CALERA COLLECTION SYSTEM PUMP STATION UPGRADES
City of Calera, Alabama
InSite Project No. 21148.00
CWSRF Project No. CS010880-01

Mr. Hilyer:

At 10:00 a.m. on Friday, September 6, 2024, bids were received for the above referenced project. Two (2) bids were received and are summarized as follows:

<u>Contractor</u>	<u>Total of Project Bid</u>
Global Construction & Engineering, Inc.	\$2,100,534.00
REV Construction, Inc.	\$2,667,660.00

We have reviewed the bids received and spoken with the low bidder and determined that the apparent low Base Bid bidder Global Construction & Engineering, Inc. meets the requirements of a "responsive, responsible" bidder for this project. We recommend that the City of Calera award the contract for the Calera Collection System Pump Station Upgrades for the amount of their low tendered Project Bid of Two Million One Hundred Thousand Five Hundred Thirty-Four Dollars and Zero Cents (\$2,100,534.00).

If you have any questions or need any additional information, please give us a call at 205-733-9696.

Sincerely,
Insite Engineering, LLC

A handwritten signature in blue ink that reads 'Alex Kirkland'.

B. Alex Kirkland, P.E.

Copy InSite File 21148.00/03.43

5800 Feldspar Way
Hoover, Alabama 35244

www.insiteengineering.org

Phone 205.733.9696
Fax 205.733.9697

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. 2025-23
AUTHORIZING THE ACCEPTANCE OF A
STATE ENERGY PROGRAM GRANT
FOR IMPROVEMENTS TO THE WASTEWATER TREATMENT FACILITY**

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) State Energy Program has awarded a grant for \$31,660 for energy efficiency improvements to the pumps at the Waste Water Treatment Facility; and

WHEREAS, the City of Calera will provide \$1664 of cash matching funds for a total project construction cost of \$33,323; and

WHEREAS, the City of Calera will provide for the long-term operation and maintenance costs of the project.

THEREFORE, BE IT RESOLVED BY the City of Calera, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Calera accepts a State Energy Program grant from ADECA for improvements to the Waste Water Treatment Facility; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant start up documents on behalf of the City.

BE IT FURTHER RESOLVED, that upon the adoption and execution of this resolution, a copy of this policy be kept on record by the City Clerk.

Council Member Watts made a motion to adopt Resolution No. R-2025-23. Council Member Morgan seconded said motion and upon vote, results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

The Mayor declared Resolution No. R-2025-23 adopted this the 7th day of April 2025.

Jon G. Graham, Mayor

ATTESTED BY:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-24

WHEREAS, a declaration signed RNB Properties LLC, Joel & Salvador Quinonez and Roberto Jose Recinos owners of the lands abutting the hereinafter described portion of streets and/or alleys situated in the City of Calera, County of Shelby, State of Alabama, vacating said streets/alleys or portion of streets/alleys, has been duly presented to the City Council of the City of Calera, Alabama, for assent and approval of said governing body, said declaration attached being hereto affixed, marked “Exhibit A,” and made a part hereof; and

WHEREAS, the street or alley referred to are more particularly described as follows:

**See Attached Legal Description
Exhibit A**

WHEREAS, it appears to the City Council of the City of Calera, Alabama that the vacations of said street/alley are in order and that convenient and reasonable means of ingress and egress is afforded to all other property owners owning properties in the subdivision embraced in said map of Dunstan’s Survey of the City of Calera, Alabama. Subject, however to all existing right-of-ways or easements for public utilities and to all utility facilities presently situated in said area vacated, subject to this provision.

Council Member Cost moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-24. Council Member Byers seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Resolution.

Council Member Morgan moved that Resolution No. R-2025-24 be adopted. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2025-24 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

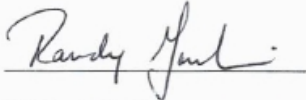
REQUEST TO VACATE STREET/ALLEY

I, RNB Properties LLC, Joel & Salvador Quinonez and Roberto Jose Recinos do hereby request the Mayor and Council of the City of Calera, Alabama to vacate the following described alley:

Description

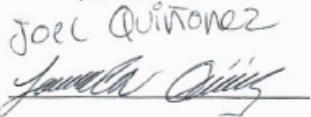
**All of 15th Street between Block 42, 33 and Block 32 of the J.H. Dunstan Map
(See attached Legal Description)**

We further certify that we are the sole property owners adjacent to said street and the vacation of this street would deny ingress and egress to other property owners owning properties in subdivision embraced in said map of J.H. Dunstan's Survey of the Town of Calera.



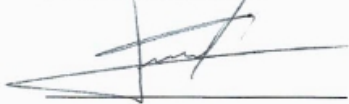
Date: 1-3-2025

RNB Properties LLC



Date: 1-3-2025

Joel & Salvador Quinonez



Date: 2-22-25

Roberto Jose Recinos



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Calera
Alabama**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morill

Executive Director



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

3/13/2025

For more information, contact:
Technical Services Center
Phone: (312) 977-9700
Email: budgetaward@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that City of Calera, Alabama received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 22,500 members and the communities they serve.

203 NORTH LASALLE STREET, SUITE 2700, CHICAGO, ILLINOIS 60601-1210

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General Fund Projections	2025 Budgeted	Projected Increase	2026	2027	2028	2029	2030
Sales and Use Tax	\$ 14,638,592.00	3.00%	\$ 15,077,749.76	\$ 15,530,082.25	\$ 15,995,984.72	\$ 16,475,864.26	\$ 16,970,140.19
Ad Valorem Taxes with vehicle	\$ 3,762,347.00	7.50%	\$ 4,044,523.03	\$ 4,347,862.25	\$ 4,673,951.92	\$ 5,024,498.31	\$ 5,401,335.69
Simplified Sellers	\$ 1,334,265.00	10.00%	\$ 1,467,691.50	\$ 1,614,460.65	\$ 1,775,906.72	\$ 1,953,497.39	\$ 2,148,847.13
Licenses	\$ 2,890,050.00	3.00%	\$ 2,976,751.50	\$ 3,066,054.05	\$ 3,158,035.67	\$ 3,252,776.74	\$ 3,350,360.04
Permits	\$ 279,263.00	0.50%	\$ 280,659.32	\$ 282,062.61	\$ 283,472.92	\$ 284,890.29	\$ 286,314.74
Other General Fund Revenues	\$ 4,654,057.00	1.00%	\$ 4,700,597.57	\$ 4,747,603.55	\$ 4,795,079.58	\$ 4,843,030.38	\$ 4,891,460.68
Total General Fund Revenues	\$ 27,558,574.00		\$ 28,547,972.67	\$ 29,588,125.36	\$ 30,682,431.53	\$ 31,834,557.37	\$ 33,048,458.46
 Transfer Into General Fund	 \$ 466,927.00		 \$ 466,927.00	 \$ 466,927.00	 \$ 466,927.00	 \$ 466,927.00	 \$ 466,927.00
 Major Expenditures General Fund							
Personnel Costs	\$ 15,602,851.24	8.50%	\$ 16,929,093.60	\$ 18,368,066.55	\$ 19,929,352.21	\$ 21,623,347.15	\$ 23,461,331.65
Operating	\$ 5,160,722.00	8.90%	\$ 5,620,026.26	\$ 6,120,208.59	\$ 6,664,907.16	\$ 7,258,083.90	\$ 7,904,053.36
General Fund Capital	\$ 919,007.82	5.00%	\$ 964,958.21	\$ 1,013,206.12	\$ 1,063,866.43	\$ 1,117,059.75	\$ 1,172,912.74
Transfer to Capital Project Fund	\$ 3,712,303.41		\$ 3,449,958.61	\$ 2,493,304.86	\$ 1,482,591.84	\$ 750,341.34	\$ -
Donations	\$ 44,700.00	3.00%	\$ 46,041.00	\$ 47,422.23	\$ 48,844.90	\$ 50,310.24	\$ 51,819.55
Debt Includes Debt Transfer	\$ 2,542,432.00	0.00%	\$ 2,004,822.00	\$ 2,012,844.00	\$ 1,959,796.00	\$ 1,502,342.00	\$ 1,522,975.00
Total Expenses and Transfer Out	\$ 27,982,016.47		\$ 29,014,899.67	\$ 30,055,052.35	\$ 31,149,358.53	\$ 32,301,484.37	\$ 34,113,092.30
 Change in Fund Balance	 \$ 43,484.53		 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ (597,706.84)